


Attachment 4.16000

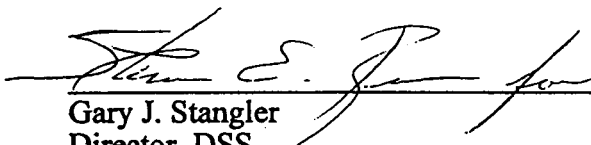
2. Arrangements for periodic review of the agreements and for joint planning for changes in the agreements.
3. Arrangements for continuous liaison between the Divisions and Departments and designated staff responsibility for liaison activities at both the state and local levels.

#### VI. TERMS OF THIS AGREEMENT

The effective date of this agreement is July 1, 1994. This agreement may be modified at any time by the written agreement of all parties and may be canceled by either party with thirty (30) days prior notice in writing to the other party, provided, however, that reimbursement shall be made for the period when the contract is in full force and effective.

  
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Joann Leykam  
Acting Director, DMH

11/21/94  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gary J. Stangler  
Director, DSS

12/2/94  
\_\_\_\_\_  
Date

State Plan TN # 94-39  
Supersedes TN # 92-3

Effective Date 7-1-94  
Approval Date MAR 20 1995

**COOPERATIVE AGREEMENT**  
**between the**  
**MISSOURI DEPARTMENT OF SOCIAL SERVICES**  
**and the**  
**MISSOURI DEPARTMENT OF MENTAL HEALTH**  
**relating to**  
**TARGETED CASE MANAGEMENT FOR SED (SEVERELY EMOTIONALLY**  
**DISTURBED) CHILDREN**

**I. STATEMENT OF PURPOSE**

The Agreement which is set out in this document is a cooperative and mutual understanding between the Missouri Department of Social Services, Division of Medical Services (DSS/DMS) and the Missouri Department of Mental Health (DMH). DSS is the designated single state agency for administration of the Title XIX (Medicaid) program in Missouri and DMS is the division within DSS which directly manages Medicaid program operations. DMH is the statutorily authorized agency with responsibility for the provision of services to persons with serious mental illness.

This Agreement is entered into for the purpose of efficiently and effectively carrying out the implementation and administration of Medicaid Targeted Case Management services for children with severe emotional disturbance, henceforth referred to as the case management program. The Department of Social Services, Division of Medical Services recognizes the unique expertise of DMH related to the administration of services for children with severe emotional disturbance and, in order to take advantage of this expertise, enters into this cooperative agreement with DMH.

**II. MUTUAL OBJECTIVES**

To assure that the recipients of service under the case management program are afforded services of sufficient quality and quantity to achieve the greatest possible adjustment and functioning within their families and communities and to reduce or prevent their need for institutionalization.

Further, to assure that services provided under the case management program, while concordant with the aims stated above, are provided in an efficient and cost effective manner, and in accordance with the standards, policies and procedures of the program.

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### III. RESPECTIVE DUTIES

#### A. Department of Social Services

The Department of Social Services shall:

1. Reimburse DMH the Title XIX federal share of actual and reasonable costs for administration provided by DMH staff based on a time-accounting system which is in accordance with the provisions of OMB circular A87 and 45 CFR parts 74 and 95. Administrative costs include expense and equipment costs necessary to collect data, disseminate information, and carry out all DMH staff functions outlined in this agreement.

The rate of reimbursement for eligible administrative costs will be 50%, if claimed in accordance with the provisions of 42 CFR 432. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75% when qualified under 42 CFR 432. Changes in federal regulations affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

Reimbursement of the federal share shall be provided upon receipt of quarterly financial statements certified by the Department of Mental Health for eligible claims prepared in accordance with applicable federal regulations.

2. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and DMH for the execution of the provisions of this agreement.
3. Determine recipients' eligibility for Medicaid.
4. Reimburse enrolled providers for casemanagement services provided to eligible clients.
5. Review reports of provider non-compliance from DMH and jointly pursue any sanction or other action necessary and appropriate to remedy the non-compliance.

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6. Prepare, print and mail materials regarding services for Targeted Case Management for SED (Severely Emotionally Disturbed) Children (TCM SED) to TCM SED providers. This includes manuals and bulletins. Assist DMH in reviewing any materials or reports to be published by DMH regarding TCM SED services. All such materials published by DMH as may affect compliance with Title XIX rules shall be subject to DSS/DMH review and approval prior to distribution.
7. Approve the audit procedures and criteria to be used by the Department of Mental Health in its monitoring and review of providers to ensure the quality and adequacy of services.

B. Department of Mental Health

The Department of Mental Health (DMH), recognizing the authority of the Department of Social Services (DSS) to determine, and to approve or disapprove the issuance of, policies and regulations regarding the Medicaid program, shall:

1. Maintain appropriate professional, technical and clerical staff to provide necessary administrative activities as described in this document.
2. Develop standards and procedures for provider enrollment, service delivery, documentation and monitoring.
3. Analyze and plan for the impact of proposed or enacted federal or state regulatory or statutory changes on the case management program.
4. Conduct provider relations activities necessary for the efficient administration of the case management program.
5. Review and provide input and assistance to DMS in the preparation of all Targeted Case Management for SED (Severely Emotionally Disturbed) Children (TCM SED) provider manuals and bulletins to be published by DMS and provided to Medicaid enrolled TCM SED providers. Provide DMS with written information regarding any regulatory or programmatic changes in TCM SED services and/or providers for publication in Medicaid provider bulletins and provider manuals.

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6. Conduct periodic monitoring and review of providers and clients to ensure the quality and adequacy of services provided and overall compliance with standards. A copy of the review will be sent to the Department of Social Services, Division of Medical Services.
7. Audit providers for fiscal and procedural compliance with law and regulation, and with the conditions of participation imposed by both DMH and DSS.
8. Report instances of provider non-compliance to DSS and jointly pursue any action necessary and appropriate to remedy the non-compliance.
9. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and/or DMH.
10. Prepare annual budget requests for appropriations and transfer to DSS the necessary state match amounts for services reimbursed under the case management program to non-state operated providers.
11. Propose rates for case management services to DSS, based on the rates determined adequate by DMH for the purchase of similar services for non-Medicaid eligible clients.
12. Account for the activities of staff, for which reimbursement is requested under this agreement in accordance with approved cost allocation plans (DMH Central Office) and the provisions of OMB circular A87 and 45 CFR parts 74 and 95.
13. Provide as requested by DSS the information necessary to request FFP. Requests for FFP will be submitted on the standard form 269 together with a detailed billing for administrative funds requested. These documents will be certified by the Executive Officer of the Department of Mental Health.
14. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement, unless the disallowance or penalty is the result of DMS failure to submit, in a proper format and/or a timely manner, amendments to the Medicaid State Plan proposed by DMH required for the administration of the casemanagement program. Timeliness will be measured based on the complexity of the issue(s) involved and whether the proposed state plan amendment can be processed without obtaining additional information from DMH. DMH will provide DMS all information required to submit a state plan amendment at least 15 working days before the amendment must be submitted to HCFA.

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15. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the activities authorized under this agreement.

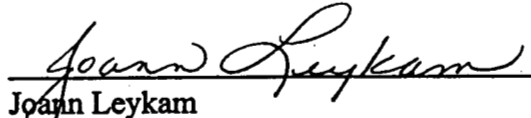
#### IV. TERMS OF THIS AGREEMENT

The effective date of this agreement is April 1, 1994. This agreement may be modified at any time by the written agreement of all parties and may be canceled by either party with thirty (30) days prior notice in writing to the other party, provided, however, that reimbursement shall be made for the period when the contract is in full force and effective.

  
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Gary J. Stangler  
Director, Department of Social Services

12/02/1994

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joann Leykam  
Acting Director, Department of Mental Health

11/10/94

\_\_\_\_\_  
Date

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**COOPERATIVE AGREEMENT BETWEEN**

**THE DEPARTMENT OF SOCIAL SERVICES, Division of Medical Services**

**and**

**THE DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION**

**EPSDT ADMINISTRATION through the**

**HEALTHY CHILDREN AND YOUTH PROGRAM (EPSDT/HCY)**

**STATEMENT OF PURPOSE**

The Missouri Department of Social Services (DSS) through its Division of Medical Services (DMS) and the Department of Elementary and Secondary Education (DESE) in order to provide the most efficient, effective administration of Title XIX, Early Periodic Screening, Diagnosis and Treatment (EPSDT) aka in the state as Healthy Children and Youth, hereby agree to the conditions included in the Cooperative Agreement. The provision of EPSDT/HCY Administrative Case Management by Local Education Agencies (LEA) has been determined to be an effective method of assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children.

The Department of Social Services, Division of Medical Services recognizes the unique relationship that the Department of Elementary and Secondary Education has with the Local Education Agencies. The Department of Social Services enters into the Cooperative Agreement with the Department of Elementary and Secondary Education in order to take advantage of the expertise of the DESE. The Department of Elementary and Secondary Education recognizes the administration of the state Medicaid plan to issue policies and administrative rules on Medicaid program matters.

The Department of Social Services and Department of Elementary and Secondary Education enter into this Cooperative Agreement with full recognition of all other existing agreements which the Departments may have developed for services to Title XIX eligible clients living within the Department of Elementary and Secondary Education's boundaries and which are currently included in the Title XIX State Plan.

State Plan TN: 99-21

Supersedes TN: 97-17

Effective Date: 7/1/99

Approval Date: DEC 29 1999

I  
**MUTUAL OBJECTIVES**

- A. All terms of the Agreement and procedures are to adhere to Office of Management and Budget (OMB) Circular A87.
- B. Provide for the sharing of eligibility information which will allow for more effective administration of the EPSDT program and assure that the information provided to the DESE by the DSS will be maintained fully confidential and be used only in the determination of eligibility for the expressed purpose of outreach and Medicaid service provision to children.

II  
**RESPECTIVE RESPONSIBILITIES**

Department of Social Services (DSS) agrees to:

- 1. Reimburse Department of Elementary and Secondary Education the Title XIX federal share of actual and reasonable costs for EPSDT administration including the cost of central office personnel involved in statewide coordination of Medicaid activities based upon a time-accounting system which is in accordance with the provisions of OMB Circular A87 and 45 CFR parts 74 and 95; expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. The rate of reimbursement for eligible costs qualifying under regulations application to Skilled Professional Medical Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75% when the criteria of 42 CFR 432.50 are met. Changes in federal regulations affecting the matching percentage and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.
- 2. Provide Department of Elementary and Secondary Education access to the information necessary to properly provide the EPSDT Administrative Case Management. Access will not include data on the Medicaid Management Information Systems (MMIS).

State Plan TN: 99-21

Effective Date: 7/1/99

Supersedes TN: 97-17

Approval Date: DEC 29 1999



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3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with Department of Elementary and Secondary Education.
4. Provide initial ongoing training and technical assistance to staff of Department of Elementary and Secondary Education regarding the responsibilities assumed within the terms of this agreement.
5. Develop written policy regarding EPSDT administration, service provision and any educational materials provided to DESE's schools or local education districts (LEA) in cooperation with DESE.
6. Meet and consult on a regular basis, at least quarterly, with the DESE on issues related to this agreement.
7. Furnish the DESE information on a monthly basis which will allow DESE to respond to requesting LEAs information pertaining to the Medicaid eligible children within their specific district.
8. Develop and participate in training and technical assistance to LEAs about Medicaid administrative case management and direct services, jointly with DESE.

The Department of Elementary and Secondary Education (DESE) agrees to:

1. Provide, as requested by the Division of Medical Services, the information necessary to request federal funds available under the state Medicaid match rates.
2. Return the DSS any federal funds which are deferred and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of DESE.
3. Accept responsibility for disallowances and incur the penalties of same resulting from activities associated with this agreement.
4. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administration, technical assistance and coordination of the EPSDT/HCY program.
5. Certify to DSS the provisions of the non-federal share for HCY

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Administrative Case Management via completion of DMS "Certification of General Revenue" form.

6. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid plan to issues, policies, rules and regulations on program matters.
7. Maintain all necessary information in accordance with 45 CFR 74.20 to support the claim and provide the Health Care Financing Administration (HCFA) any necessary data in the event of an audit.
8. Meet and consult with the Division of Medical Services quarterly or as needed on issues arising out of this agreement.
9. To the extent funds are available and in cooperation with DSS, provide administrative support and training for local school districts participating in the HCY program in accordance with 45 CFT 74 and 95, the provider manual for HCY, and OMB Circular A-087.
10. Assure the Department of Social Services that there is an approved cost allocation plan in place which establishes the basis for payment.
11. Submit claims to DSM on a quarterly basis for HCY related administrative activities provided by DESE in accordance with DME policy and procedures. Include with each administrative billing the "Certification of General Revenue" form.
12. Provide information about Medicaid eligibility, as provided by DSS to LEA's upon request.
13. Reinforce the confidentiality of such information to the LEAs, and direct that the information will only be used for implementing the goals of the Medicaid EPSDT/HCY program.
14. Participate in the development of an annual training package and in training and technical assistance to LEAs about Medicaid administrative case management and direct services, jointly with DSS.

III  
PROGRAM DESCRIPTION

EPSDT Administration activities provide for the efficient operation

State Plan TN: 99-21

Effective Date: 7/1/99

Supersedes TN: 97-17

Approval Date: DEC 29 1999